

TEXAS COMMERCE BANK

NATIONAL ASSOCIATION

RECORDATION NO. 10968-K Filed 1425

RECORDATION NO. 10968-L Filed 1425

JAN 29 1982 - 2 30 PM

A.W. RITER, III
Assistant Vice President

JAN 29 1982 - 2 30 PM

INTERSTATE COMMERCE COMMISSION
92-GB-78
P.O. Box 2558
Houston, Texas 77001
(713) 236-5307

January 21, 1982

INTERSTATE COMMERCE COMMISSION

Secretary of Interstate
Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 10968-M Filed 1425

2-0294022

No. JAN 29 1982

Date.....

Fee \$ 20.00

JAN 29 1982 - 2 30 PM

Gentlemen:

INTERSTATE COMMERCE COMMISSION ICC Washington, D. C.

In accordance with the provisions of Section 11303 of Title 49 of the United States Code and Part 1116 of Title 49 of the Code of Federal Regulations, there is submitted herewith for filing and recordation a Security Agreement, and a Bill of Sale of the railroad tank cars used or intended for use in connection with interstate commerce as follows:

1. Three (3) true copies of a Bill of Sale dated as of December 30, 1981 between Sam P. Douglass and Equus Leasing Corporation. *Cross Index*

2. Three (3) executed counterparts of an Amendment to Security Agreement, dated as of December 30, 1981, by and between Texas Commerce Bank National Association and Sam P. Douglass (the subject Security Agreement being recorded with your office under Recordation No. 10968). *Cross Index*

3. Three (3) executed counterparts of a Security Agreement dated December 30, 1981, by and between Texas Commerce Bank National Association and Equus Leasing Corporation; and *Cross Index*

Also enclosed is a check in the amount of \$70 for payment of the recordation fee.

The address of the mortgagor, Equus Leasing Corporation, is P.O. Box 13197, Houston, Texas 77019, and the address of the mortgagee, Texas Commerce Bank National Association, is P.O. Box 2558, Houston, Texas 77001.

Please return an original counterpart of each of the enclosed instruments, with filing data noted thereon, to the undersigned officer in care of Texas Commerce Bank National Association at the above address. If you need additional information with regard to these instruments or this transaction, please contact the undersigned. Thank you kindly for your attention to this matter.

Very truly yours,

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By A. W. Riter III



RECORDATION NO. 10968-8
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AMENDMENT TO SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

Reference is hereby made to that certain Security Agreement - Tank cars dated October 9, 1979 (the "Security Agreement") by and between Sam P. Douglass ("Debtor") and Texas Commerce Bank National Association ("Secured Party"), which Security Agreement was recorded with the Interstate Commerce Commission in October 26, 1979 under Recordation Number 10968.

For and in consideration of the payment of \$158,000.00 by Debtor to Secured Party and other good and valuable consideration, Secured Party agrees to release from the coverage of the Security Agreement four tank cars, identification numbers GLNX 21031, 21032, 21033 and 21037.

Accordingly, Section II of the Security Agreement is hereby amended to read in its entirety as follows:


SECTION II. COLLATERAL

The collateral of this Security Agreement shall hereby be referred to as Equipment ("Equipment") as defined in this Section II or as the Collateral ("Collateral"):

Equipment shall mean nineteen (19) 21,000 gallon nominal capacity tank cars, DOT 111A10QW-1, 12 lines interior coiled and non-insulated, with 100-ton roller bearing trucks, purchased and delivered from RSL Corp., including such cars bearing the following numbers: GLNX 21001, 21002, 21003, 21004, 21014, 21015, 21016, 21017, 21018, 21019, 21020, 21021, 21027, 21028, 21029, 21042, 21043, 21044 and 21045. The Collateral shall include the Equipment and all additions and accessions thereto, and all right to receive and collect all rentals, liquidated damages, proceeds of sale, all per diem mileage or other payments now or hereafter to become payable under leases permitted hereby or with respect to such Equipment and all accounts, chattel paper, and general intangibles with respect thereto including, without limitation, all right, title, and interest of Debtor in and to that certain Management Agreement by and between Debtor and Glenco Transportation Services, Inc., dated March 20, 1979, as amended by amendment dated December 30, 1981 ("Management Agreement"). The inclusion of proceeds in this Security Agreement does not authorize Debtor to sell, dispose of or otherwise use the Equipment in any manner not specifically authorized by this agreement.

EXECUTED as of the 30th day of December, 1981.

DEBTOR


Sam P. Douglass

SECURED PARTY

TEXAS COMMERCE BANK NATIONAL
ASSOCIATION

By A. W. Fitter III
Its Assistant Vice President

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day, personally appeared A.W. Riter III, to me personally known, and acknowledged that he is the Assistant Vice President of Texas Commerce Bank National Association, a banking association, that he executed said instrument on behalf of said banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking association for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of December, 1981.



[Seal]

My commission expires

Dec. 27, 1982

Vivian Elaine Walla
Notary Public in and for
the State of Texas

VIVIAN ELAINE WALLA
Notary Public, State of Texas
My Commission Expires Dec. 27, 1982

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Sam P. Douglass, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of December, 1981.

David C. Roberts
Notary Public in and for
Houston Texas

[Seal]

My commission expires:

April 24, 1983

WS/28/FF